

SAN JOSE CONVENTION CENTER  
CENTRAL UTILITY PLANT PROJECT

SECTION 00300

**FULL PROPOSAL FORM**

PROPOSAL TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE

FOR THE

SAN JOSE CONVENTION CENTER CENTRAL UTILITY PLANT PROJECT

Name of Bidder: S.J. Amoroso Construction Co., Inc.

Bidder Registration Number: 1003  
(note –registration number to be obtained at mandatory pre-bid meeting.)

The representations herein are made under penalty of perjury.

To:           The Redevelopment Agency of the City of San Jose  
              200 East Santa Clara Street, 14<sup>th</sup> Floor Tower  
              San Jose, California 95113

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans and Specifications approved by the City of San Jose Director of Public Works on April 9, 2009, entitled "San Jose Convention Center Central Utility Plant (CUP) Expansion And Renovation" on file in the office of the Director of Project Management of the Redevelopment Agency of the City of San Jose, 200 East Santa Clara Street, 14<sup>th</sup> Floor Tower, San Jose, California 95113, that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Agency's Director of Project Management, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the Redevelopment Agency of the City of San Jose, in the form of the copy of the contract on file in the office of the Agency's Director of Project Management, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City and Agency as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications and Bid Documents, and to do all other things required of the Contractor by the contract.

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If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such corporation, the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business as (insert fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the Agency prior to opening bids or submitted with the bid; otherwise, the bid may, at the Agency's option, be disregarded as non-responsive.

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**BASE BID AMOUNT**

**A. Total Base Bid**

Lump sum price, including the allowances, for the furnishing of all labor, materials, services, equipment, fringe benefits, taxes, insurance, overhead and profit and any other costs or expenses necessary to perform:

1. All of the work, except for the sheeting, shoring and bracing work, or equivalent, if any, described in paragraph 2, the cost of the chillers described in paragraph 3, and those elements of the work which are the subject of the allowances described in paragraphs 4 and 5, below:  
SEVEN MILLION NINE HUNDRED THIRTY ONE THOUSAND ONE HUNDRED FORTY-  
(\$7,931,146 ) 62 DOLLARS
2. All necessary sheeting, shoring and bracing work, or equivalent, if any.  
FIVE THOUSAND DOLLARS  
(\$5,000 )
3. Cost of Trane centrifugal chillers, including ten (10) year manufacturer warranty (see Specification Section 236416 – Electric Centrifugal Refrigeration Machines, Part 2 – Products, Trane Centrifugal Chiller):  
ONE MILLION ONE HUNDRED TWENTY SIX THOUSAND SIX HUNDRED IN  
ONE MILLION SEVENTY THREE THOUSAND DOLLARS  
(\$1,073,600 ) IN  
1,126,000
4. Allowance No. 1 - cost to supplement, as directed by the Agency, existing utilities (primarily power and telecommunications) to serve the on-site construction office, as described in Specification Section 015213:  
  
TWENTY THOUSAND DOLLARS  
(\$20,000.00) (note – this amount is set by Specification Section 015213, and is not subject to modification by bidders)
5. Allowance No. 2 - cost of ten (10) days of temporary shutdown, as described in Specification Section 011000, based upon Unit Price, below:  
  
FORTY THOUSAND DOLLARS  
(\$40,000 ) (note – to be calculated by bidders as the Unit Price, below, multiplied by ten)

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6. Total base bid (combine A.1, 2, 3, 4 and 5 above):

NINE MILLION ONE HUNDRED TWENTY TWO THOUSAND ONE HUNDRED  
DOLLARS FORTY-SIX  
(\$ 9,122,146 )

B. The above base bid includes all addenda issued by the Agency, which include the following:

Number: 1, dated: 5/11/09  
Number: 2, dated: 5/14/09  
Number: 3, dated: 5/21/09  
Number: 4, dated: 5/29/09  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_

If any addendum issued by the Agency is not noted above by the bidder, this bid proposal may be rejected.

**UNIT PRICES**

The following unit price includes costs as described in Specification Section 011000:

Description	Unit Price
Price per day of temporary shutdown	\$ <u>4,000</u>

**BID ALTERNATES**

The following prices shall determine the cost or credit resulting from inclusion or exclusion in the work and shall include all labor, materials, services, equipment, fringe benefits, taxes, insurance, permit costs, overhead, profit and other costs or expenses necessary to perform the required work. The Agency reserves the right to accept or reject any or all alternate bid items which it determines are in the best interest of the Project. The bidder is required to clearly define "ADD" or "DEDUCT" for each alternate bid item.

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Alternate No. 1 - Described in Specification Sections 012300 and 230514 –  
Exclude factory wired and tested bypass for Variable Frequency Drives.

TEN THOUSAND DOLLARS  
(\$ 10,000 ) - ADD or DEDUCT (circle one)

Alternate No. 2 – Described in Specification Sections 012300 and 235216 –  
Provide Camus boilers in lieu of Aerco Boilers.

SEVENTY - THREE THOUSAND DOLLARS  
(\$ 73,000 ) - ADD or DEDUCT (circle one)

Alternate No. 3 – Described in Specification Section 012300 – Reuse the existing  
2000 kVA transformer in lieu of the new 2000 kVA transformer scope of work.

SIXTY - SEVEN THOUSAND DOLLARS  
(\$ 67,000 ) - ADD or DEDUCT (circle one)

Alternate No. 4 – Specification Section 236416 – Electric Centrifugal  
Refrigeration Machines, Part 2 – Products, Provide York centrifugal chillers,  
including ten (10) year manufacturer warranty, in lieu of Trane.

EIGHTY - FIVE THOUSAND DOLLARS  
(\$ 85,000 ) ADD or DEDUCT (circle one)

Alternate No. 5 – Specification Section 236416 – Electric Centrifugal  
Refrigeration Machines, Part 2 – Products, Provide Carrier centrifugal chillers,  
including ten (10) year manufacturer warranty, in lieu of Trane:

NINE THOUSAND DOLLARS  
(\$ 9,000 ) ADD or DEDUCT (circle one)

**AWARD OF CONTRACT**

- A. Basis for Award: The lowest bid shall be determined on the basis of the total base bid alone or a combination of the total base bid and one or more alternate bid items as accepted by the Agency at the Agency's option. Per Public Contract Codes Section 20103.8(d) a "blind" selection of alternate bid items will be implemented. All bids must be submitted anonymously in sealed, pre-labeled bid envelopes: one shall contain an anonymous bid summary with the dollar amounts of the base bid and alternate bid items, the other shall be a complete bid proposal package. After the bid deadline has passed, the Agency shall open and publicly read aloud the anonymous summaries and shall determine which bidder is the low bidder. At such time as the Agency has completed its review of

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the bids, has selected alternate bid items and has determined which bidder has submitted the lowest bid based upon the total base bid and any combination of the bid alternate items as determined by the Agency, the complete bid proposal packages shall be opened and matched to the anonymous summaries. Agency reserves the right in its sole discretion to select any, all, or none of the alternate bid items at the time of award of the contract, even if those alternate bid items were not used in the analysis to determine the lowest bid.

Any bid that does not include prices for any alternate bid item may result in the bid being rejected as non-responsive.

**B.**

1. The award of the contract, if it is to be awarded, will be to the lowest responsive and responsible bidder. The award, if made, is expected to be made on or about June 16, 2009.
2. The Owner-Contractor Agreement shall be signed by the successful bidder and returned, together with the labor compliance documentation, contract bonds and insurance, within eight (8) calendar days, not including Sundays and legal holidays, after the bidder has received notice by certified mail with return receipt requested, or by hand delivery that the contract has been awarded. Any delay caused by the successful bidder in the delivery of the Owner-Contractor Agreement executed by the Contractor, labor compliance documentation, bonds and insurance within eight (8) calendar days shall not be cause for extension of the Completion Date.
3. Successful bidder shall file at least the minimum insurance requirements as outlined in Article 11 of the General Conditions.
4. If the successful bidder refuses or fails to execute the Owner-Contractor Agreement and provide the required labor compliance documentation, bonds and insurance policies and certificates, the Agency Board may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract and provide the required labor compliance documentation, bonds and insurance policies and certificates, such bidder's bid security shall be forfeited to the Agency and the Agency Board may award the contract to the third lowest responsible bidder. On failure or refusal of the third lowest responsible bidder to whom any such contract is so awarded, to execute the same and provide the required labor compliance documentation, bonds and insurance policies and certificates, such bidder's bid security shall be likewise forfeited to the Agency. The Agency Board may at any time re-advertise for bids, or may provide that the work

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shall be done by the Agency's employees to the extent that such may be authorized by law.

5. If the successful bidder fails to execute the contract or fails to provide satisfactory evidence of compliance with Article 6 of the Instructions to Bidders within the time specified in the Invitation For Bids or in the specifications referred to therein, the amount of the security may be declared forfeited to the Agency and all bonds so forfeited may be prosecuted.
- C. It is understood that the Agency reserves the right to reject this bid but that it shall remain open and not be withdrawn for a period of ninety (90) calendar days from the date prescribed for its opening.
- D. If written acceptance is mailed or delivered to the undersigned before bid is withdrawn by written notification to Agency, undersigned will execute and deliver a contract to Agency in accordance with this bid as accepted.

**TIME OF COMPLETION**

- A. The Work under the Contract shall proceed pursuant to and in accordance with a written notice from Owner to Contractor to proceed ("Notice to Proceed"). It is anticipated that the Notice to Proceed will be issued on or about July 1, 2009. Contractor shall diligently commence performance of the Work on the date specified in the Notice to Proceed. Contractor shall complete performance of the entire Work (as defined in Article 8 of the General Conditions) on or before Four Hundred Twenty-Five (425) consecutive calendar days after the date of issuance of the Notice to Proceed ("Scheduled Completion Date").
- B.
  1. Contractor shall begin Work in accordance with the Notice to Proceed, and shall diligently prosecute the Contract to completion within the time limits specified.
  2. Should Contractor begin work in advance of receiving notice that Contract has been approved by the Agency, any work performed by Contractor in advance of date of approval shall be considered as having been done by Contractor at Contractor's own risk.

**IDENTIFICATION**

- A. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.
- B. The names of all persons interested in the foregoing bid as principals are:

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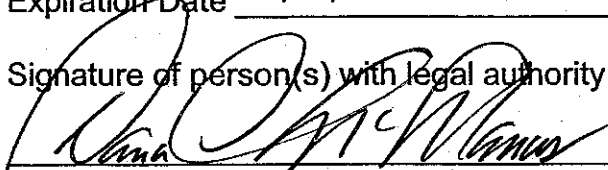
Dana C. McManus, President/CEO & Secretary-Treasurer  
S.J. Amoroso Construction Co., Inc.  
Incorporated in California

**Important Notice:** If a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if an individual, give first and last names in full.

- C. Contractor's License: Contractor is licensed in accordance with an act for registration of contractors with the following Contractor's License number issued by the California Contractor's State License Board:

Class A B License No. 331024  
Expiration Date 4/30/11

- D. Signature of person(s) with legal authority to sign contracts:

  
Dana C. McManus, President/CEO & Secretary-Treasurer

- E. Business Address:

S.J. Amoroso Construction Co., Inc.  
390 Bridge Parkway  
Redwood Shores, CA 94065

**SUPPLEMENTS TO PROPOSAL FORM**

In addition to all information required in the Instructions to Bidders, accompanying this Proposal Form are the following documents completely filled in by the bidder and hereby made a part hereof:

- A. Bidder's Bond or other Bid security (Section 00400).
- B. Statement of Qualifications and Experience of Bidder (Section 00410).
- C. List of Subcontractors (Section 00420).
- D. Affidavit of Financial Statement and Noncollusion (Section 00430).

In addition, Bidder has received the following, to be completed and returned with Contract following award:



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Contractor's Performance Bond (Section 00510)

Labor and Payment Material Bond (Section 00511)

Labor Compliance Documentation (Section 00512).

If this bid proposal shall be accepted and the undersigned shall fail to contract, and to give the labor compliance documentation, Contractor's Performance Bond and the Contractor's Labor and Material Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the Redevelopment Agency of the City of San Jose, the Agency may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the Redevelopment Agency of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this bid are the following documents completely filled in by the bidder, or separately prepared or obtained by the bidder (as applicable), and the same are incorporated herein by reference;

1. A cashier's check or a certified check made payable to the Redevelopment Agency of the City of San Jose, or a bidder's bond executed by an admitted surety insurer naming the Agency as beneficiary, in an amount equal to at least ten percent (10%) of the total base bid.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor, and a brief description of the portion of work to be done by each subcontractor, together with the estimated dollar amount of said portion of the work, and.
3. A statement of qualifications and experience of bidder, including without limitation statements regarding experience modification rates and debarment.
4. Executed Affidavit of Financial Statement and Noncollusion

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5. Chiller performance ratings and data (per paragraph 7.3 of Instructions to Bidders, to be obtained from manufacturers).

The Agency may, at its option, request additional supplemental information after bid opening.

Bidder understands that the Redevelopment Agency of the City of San Jose reserves the right to reject any or all bids and to waive any informality in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

The undersigned declares under penalty of perjury that the information contained in this bid and all accompanying documents are true and correct.

Executed on June 3, 2009

S.J. Amoroso Construction Co., Inc.  
Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,  
Partnership (General/Limited Partners),  
Corporation, Joint Venture, etc

By 

Title: Dana C. McManus, President/CEO & Secretary-Treasurer

City Business License No.: 8860301210

Expiration Date: 4/15/10

State Contractor Lic. No.: 331024

Classification: A B

Expiration Date: 4/30/11

Federal I.D. No.: 94 146 1459

Address: S.J. Amoroso Construction Co., Inc.

390 Bridge Parkway

Redwood Shores, CA 94065

Telephone: 650-654-1900

(Note: City Business License not required in  
order to submit proposal.)

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ACKNOWLEDGEMENT

State of California  
County of San Mateo

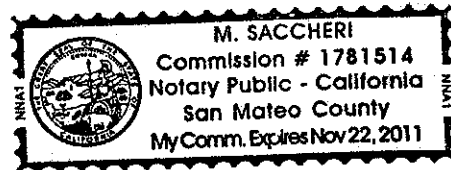
On June 3, 2009 before me, M. Saccheri, Notary Public.  
(insert name and title of officer)

Personally appeared Dana C. McManus  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
Paragraph is true and correct.

WITNESS my hand and official seal

Signature M. Saccheri: (Seal)



END OF SECTION 00300

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SECTION 00400

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, S.J. Amoroso Construction Co., Inc.  
as PRINCIPAL, and Federal Insurance Company  
a corporation duly organized under the laws of the State of Indiana  
and duly licensed to become sole surety on bonds required or  
authorized by the State of California, as SURETY, are held and firmly bound unto the  
Redevelopment Agency of the City of San Jose (hereinafter called the "Agency"), in the  
penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the  
Principal above named, submitted by the Principal to the Agency, for the work  
described below; for the payment of which sum in lawful money of the United States,  
well and truly to be made, we bind ourselves, our heirs, executors, administrators and  
successors, jointly and severally, firmly by these presents. In no case shall the liability  
of the Surety hereunder exceed the sum of  
Ten Percent (10%) of Total Amount of Bid Dollars (\$-----).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the  
Redevelopment Agency of the City of San Jose, for certain construction specifically  
described as follows, for which bids are to be opened at the Redevelopment Agency of  
the City of San Jose, located at 200 East Santa Clara Street, 14<sup>th</sup> Floor Tower, San  
Jose California, on ~~May 24, 2009~~ June 4, 2009 for the following project:

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NOW, THEREFORE, if the aforesaid Principal is awarded the contract and,  
within the time and manner required under the specifications, after the prescribed forms  
are presented to him for signature, enters into a written contract, in the prescribed  
forms, in accordance with the bid, and files a Contractor's Performance Bond and a  
Contractor's Labor and Material Payment Bond, and files the required insurance  
policies with the Agency, all as required by the specifications and the contract or by  
law, then the obligation shall be null and void; otherwise it shall be and remain in full  
force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation  
of said Surety and its bond shall be in no way impaired or affected by any extension of

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Mateo

On

June 3, 2009

before me,

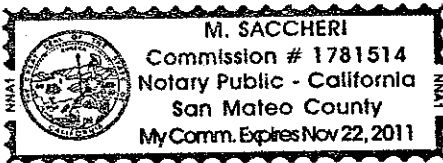
M. Saccheri, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Dana C. McManus

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

M. Saccheri

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document:

DIDDERS BAND

Document Date:

05/29/09

Number of Pages:

N/A

Signer(s) Other Than Named Above:

N/A

### Capacity(ies) Claimed by Signer(s)

Signer's Name:

- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

Signer's Name:

- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

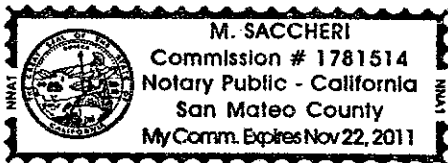
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On June 3, 2009 before me, M. Saccheri, Notary Public

personally appeared Robert Erskine



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. Saccheri

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: BIDDERS Bond

Document Date: 05/29/09 Number of Pages: N/A

Signer(s) Other Than Named Above: N/A

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On May 29, 2009

Date

before me, Nerissa S. Bartolome, Notary Public

Here Insert Name and Title of the Officer

personally appeared Nancy L. Hamilton

Name(s) of Signer(s)

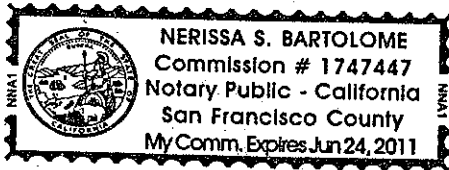
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Bid Bond - S.J. Amoroso Construction Co., Inc.

Document Date: May 29, 2009

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Nancy L. Hamilton

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: Federal Insurance Company

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

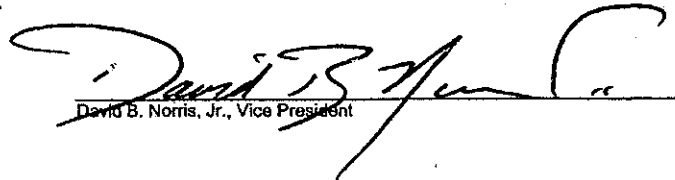
**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Nerissa S. Bartolome, Lawrence J. Coyne, Joan DeLuca, Roger C. Dickinson, Rosemarie Guanill, Nancy L. Hamilton, Kelly Holtemann, Thomas E. Hughes, Stanley D. Loar, Mark M. Munekawa, Jeffrey W. Parkhurst, Yvonne Roncagliolo and Charles R. Shoemaker of San Francisco, California**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **12th** day of **March, 2008**.

  
Kenneth C. Wendel, Assistant Secretary

  
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this **12th** day of **March, 2008**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**STEPHEN B. BRADT**  
Notary Public, State of New Jersey  
No. 2321097  
Commission Expires Oct. 25, 2009



Notary Public

### CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **May 29, 2009**.



  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656  
e-mail: [surety@chubb.com](mailto:surety@chubb.com)



SAN JOSE CONVENTION CENTER  
CENTRAL UTILITY PLANT PROJECT

SECTION 00410

**STATEMENT OF QUALIFICATIONS AND EXPERIENCE OF BIDDER**

The bidder is required to state below, and on additional pages as necessary, the bidder's experience on similar work performed with a list of references that will enable the Owner to judge bidder's qualifications, experience, skill. [Note – must also include information regarding: i) EMR (for bidder and mechanical subcontractor), and ii) debarment or termination "for cause", per Paragraph 2.3 of Instructions to Bidders.]

Please see attached Project List

Amoroso Current EMR .73      2008 .73      2007 .74

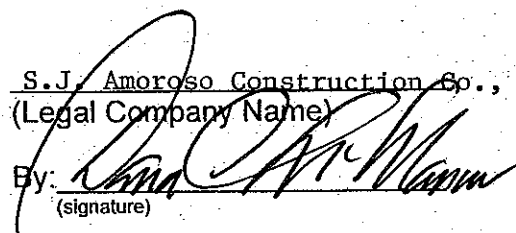
S.J. Amoroso Has not been debarred from bidding or terminated "for cause"  
on any public agency project.

Mechanical Subcontractor EMR rates: Last Three Years

Acco 2006 0.76      2007 0.79      2008 0.82

Date: June 3, 2009

S.J. Amoroso Construction Co., Inc.  
(Legal Company Name)

By:   
(signature)

Printed Name: Dana C. McManus

Title: President/CEO & Secretary-Treasurer

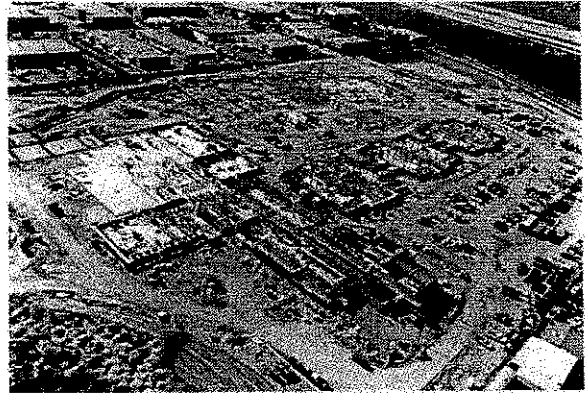
END OF SECTION 00410

**Project Name: Ventura County Juvenile Justice Complex 621**

Location: 4333 Vineyard Ave.  
Ventura, Ventura County, CA  
Project Type: Juvenile Detention Facility  
Owner: County of Ventura –  
Engineering Service Contract Section

L#1670

Contact: John Pennington  
Phone: 805-340-8070  
Dennis Horne  
805-654-2025  
Address: 800 S. Victoria Ave.  
Ventura, CA 93009



Architect: Kaplan, McLaughlin, Diaz  
Contact: John LeBlanc Architect of Record  
Address: 222 Vallejo Street  
San Francisco, CA 94111  
Phone: 415-398-5191  
Fax: 415-394-7158



Construction Manager: Jacobs's Facilities

Bid Date: May 24, 2001  
Contract Calendar Days: 688  
Start Date: June 27, 2001  
Estimated Completion Date: May 16, 03  
Approved Time Extensions: 50  
Revised Completion Date: July 27, 2003  
Total Construction Value: \$43,191,000  
Change Order Amount: \$ 2,749,000 #CO 241  
Revised Contract Amount: \$45,940,000

Subcontracts: \$39,434,688

Delivery Method:  
(e.g., design/build, GMP, lump sum, cost+fee, etc.)

Lump Sum

Area Manager:	Denis Von Banck
Project Manager:	George Elhaj
Project Superintendent:	Alex Ballesteros
Project Engineer:	Sean Suh
Project Estimators:	Brian O'Malley
Division of State Architect:	

**Project Description:**

The Juvenile Justice Complex is centrally located in Ventura County on a 45-acre parcel. The state of the art 198,000 square foot complex includes 240-bed detention facility, three 60-bed commitment facilities. The facility has 9 single story buildings that is campus style which includes a gymnasium and vocational training center, large recreation areas, administrative offices, medical and visiting facilities and a full scale kitchen and laundry **along with a central plant**. A secure corridor will connect the JJC with a new court building so confined minors may be escorted to and from scheduled court hearings. The project is concrete slab on grade, CMU walls, steel framing, built up roof with security electronics systems throughout.

**Project Name: San Jose City College Parking Garage (616)**

San Jose, CA 95128

Project Type: II 1-hr

Owner: San Jose/Evergreen Community College  
Public Works Engineering Division

Owners Representative:

Contact: Robert Diaz  
Address: 4750 San Felipe Road  
San Jose, CA 95135  
Phone: 408-270-6400  
Fax: 408-238-2866

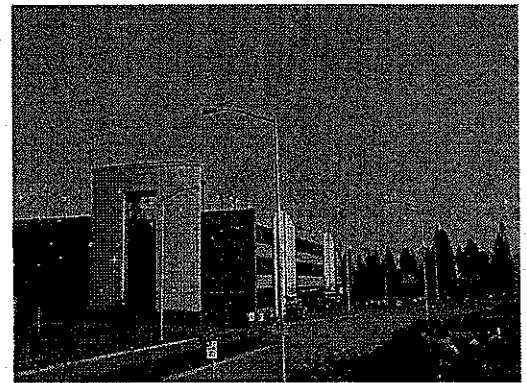
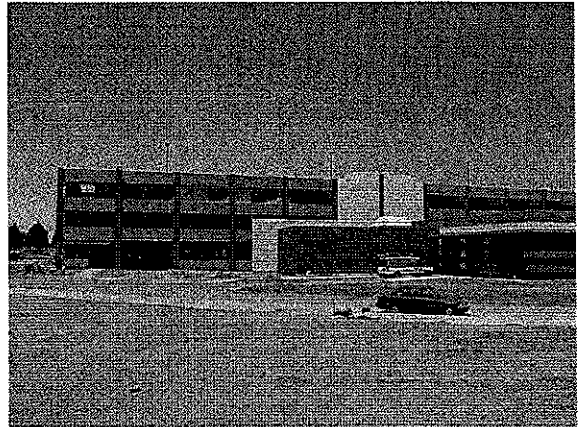
Architect: AEDIS Architecture & Planning  
Contact: Todd Walter  
Address: 1494 Hamilton Ave.  
San Jose, CA 95125  
Phone: 408-264-2000  
Fax: 408-264-2500

Construction Manager: Kitcheil  
Mark Bridley  
1860 S. Basom Ave.  
Campbell, CA 95008  
408-559-7002

Bid Date: January 25, 2001  
Contract Calendar Days: 480  
Start Date: March 5, 2001  
Estimated Completion Date: June 27, 2002  
Approved Time Extensions: 33  
Revised Completion Date: July 31, 2002  
Total Construction Value: \$11,188,000  
Change Order Amount: \$ 327,489 # C/O's 13  
Revised Contract Amount: \$11,515,489  
Percentage Complete: 100%  
Subcontracts: \$8,474,285

Delivery Method:  
(e.g., design/build, GMP, lump sum, cost+fee, etc.) Lump Sum

Area Manager: Mike Cleveland  
Project Manager:  
Project Superintendent: Mark Green  
Project Engineer: Travis Hybl  
Project Estimators: Pete Sartario/Joe Paxton  
Division of State Architect:



**Project Description:**

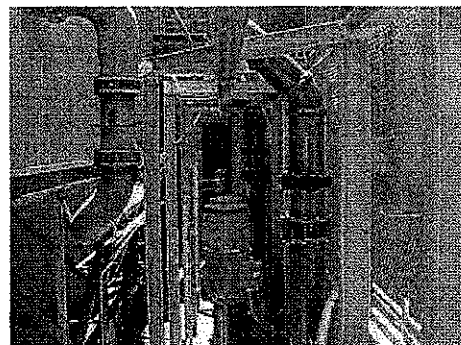
Construction of a 4-level parking garage 192,024 S.F. for 620 cars. **Single story, 7,736 sf central plant with partial basement including grading, utility re-routing, new utilities and hardscape** to provide electrical, heating and cooling distribution to the San Jose City College campus. Work includes electrical & telecom connections to the parking garage. Post tension, cast-in-place with prefab precast panels (crash walls)

**Project Name: SJSU Central Plant & Utility Distribution Center (629)**

Location: San Jose  
Project Type:

Owner: San Jose State University  
Contact: Art Heinrich, Project Administrator/Campus Architect  
Address: One Washington Square  
San Jose, CA 95129-0010  
Phone: 408-924-1950  
Fax: 408-924-1981

Architect: Salas O'Brien Engineers  
Contact:  
Address: 305 S. 11<sup>th</sup> Street  
San Jose, CA 95112-2218  
Phone: 408-282-1500  
Fax: 408-297-2995



**Construction Manager:**

Bid Date:	September 13, 2001
Contract Calendar Days:	480
Start Date:	Nov. 15, 2001
Estimated Completion Date:	March 10, 2003
Approved Time Extensions:	16
Revised Completion Date:	March 26, 2003
Total Construction Value:	7,924,016
Change Order Amount:	562,164
Revised Contract Amount:	8,486,180

#C/O 63

Subcontracts: 5,328,551

Delivery Method: LS  
(e.g., design/build, GMP, lump sum, cost+fee, etc.)

Area Manager:	Mike Cleveland
Project Manager:	Mike Montano
Project Superintendent:	Paul Fiedorek
Project Engineer:	
Project Estimators:	Pete Sartorio
Division of State Architect:	

**Project Description:**

The work consists of utility expansions, additions, and enhancements to provide central plant services to future University building projects. The contract work includes the installation of an Owner provided ice making chiller, heat exchanger and ice making coils at the Central Plant, including providing and installing an ice storage tank, modifications to the cooling tower and piping and new pumps, piping, valves and controls, including steam and chilled water infrastructure construction at various locations on the SJSU Campus; and the furnishing, installation and testing, of pumping facilities in various buildings throughout the SJSU Campus. Work also includes providing and installing all electrical gear, conduit, cable, wiring and controls to make for a complete and operable system.

**Project Name: Lower Campus Complex (674)**

Location: DeAnza Foothill College  
Los Altos Hills, CA

Project Type:

Owner: DeAnza Foothill College

Contact: Art Heinrich

Address: 12345 El Monte Rd  
Los Altos Hills, CA 94022

Phone: cell (650) 222-6476

Fax:

Architect: Perkins & Will

Contact: Eric Aukee 213-270-8407

Address: 617 W. 7<sup>th</sup> St., Ste 1200  
Los Angeles, CA 90017

Phone: 213-270-8400

Fax: 213-270-8410

Construction Manager: Gilbane Steven Pond

Phone: 650-949-6900 F. 650-916-8410

Bid Date: 11/23/04

Contract Calendar Days: 820

Start Date: Feb. 28, 2005

Estimated Completion Date: May 28, 2007

Approved Time Extensions: 71

Revised Completion Date: Aug. 8, 2007

Contract Amount \$ 45,477,000

Change Order Amount \$ 4,081,548

Revised Contract Amount \$ 49,558,548

# Change Orders 72

Percentage Complete: 100%

Subcontracts: 36,244,422

Delivery Method: Lump Sum  
(e.g., design/build, GMP, lump sum, cost+fee, etc.)

Area Manager: Mike Cleveland

Project Manager: Manny Urteaga

Project Superintendent: Bob Mason Begin  
Dennis Schindler Finish  
Roger Giudicelli

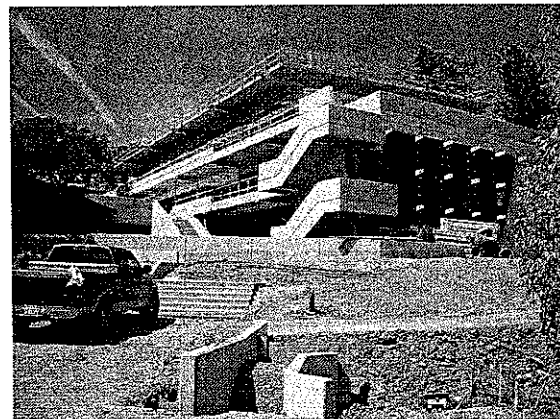
Asst. Superintendent: Tim Corbin

Project Engineer: Jeff Long/Norm Hayes

Project Estimators: R. Totaro, B. DerMatoian

Division of State Architect: Larry Montgomery  
(510) 557-0143 mobil

LEEDS YES



**Project Description:**

Overall Building Floor Areas are approximately 100,000 sq. ft. total of new building construction consist of:

**Building 8500 Central Chilled Water Mechanical Plant Building** is a single story concrete masonry structure with a roof covering the chillers. The building houses the chillers and associated equipment, with cooling towers in a separate adjacent enclosed CMU yard along with and emergency power electrical generator and water storage tanks. This plant will supply chilled water to the new buildings as well as to the remainder of the campus via an existing underground hydronic piping system that serves the existing buildings, thus creating a true look system for the entire campus.

**Project Name: San Ramon Valley Center (667)**

Location: 1690 Watermill Road  
San Ramon, CA 94582

Project Type: \_\_\_\_\_

Owner: Contra Costa Community  
College

Contact: Tom Beckett, c. 925-212-3900

Address: 500 Court Street  
Martinez, CA 94553

Phone: 925-229-1000

Fax: 925-335-9697

Architect: tBP Architecture

Contact: Tom Beckett, c. 925-212-3900

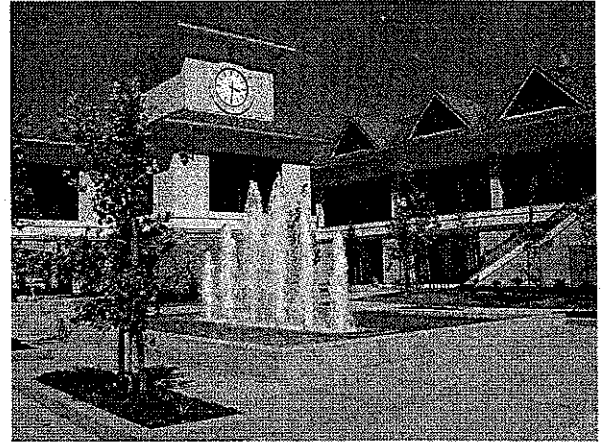
Address: 1000 Burnett Ave., Ste 140  
Concord, CA 94520

Phone: 925-246-6419

Fax: 925-246-6495

Construction Manager: N/A

Phone: \_\_\_\_\_



Bid Date: July 19, 2004

Contract Calendar Days: 670

Start Date: Oct. 4, 2004

Estimated Completion Date: Sept. 2, 2006

Approved Time Extensions: \_\_\_\_\_

Revised Completion Date: \_\_\_\_\_

Contract Amount \$ 23,434,000

Change Order Amount \$ 1,054,251

Revised Contract Amount \$ 24,488,251

# Change Orders 4

Percentage Complete: 100%

Subcontracts: \$19,772,643

Delivery Method: \_\_\_\_\_  
(e.g., design/build, GMP, lump sum, cost+fee, etc.)

Lump Sum



Project Executive: Paul Rodriguez

Project Manager: Dean Ramsey

Project Superintendent: Grady Mirelez

Project Engineer: Jeff Lee

Project Estimators: Brian DerMatoian

Division of State Architect: Sam Magliocco  
707-249-1900

**Project Description:**

New 79,000 square foot, 2-story structural steel educational facility with a **separate central plant building**. There are two buildings connected by a glass enclosed breezeway. Facilities will house administration, classrooms, science laboratories and small library.

**Project Name: Science Complex Chiller Plant (687)**

Location: 801 W. Monte Vista Ave  
Turlock, CA 95382

Project Type: \_\_\_\_\_

Owner: CSU Stanislaus

Contact: Victor Takahashi, Asst. Dir. Of  
Planning and Design  
[vtakahashi@csustan.edu](mailto:vtakahashi@csustan.edu)  
Robert Gallegos Assoc. VP  
For Facilities and Support  
Services  
[rgallegos@csunstan.edu](mailto:rgallegos@csunstan.edu)

Address: 801 W. Monte Vista Avenue  
Turlock, CA 95382

Phone: 209-667-3623

Fax: 209-667-3303

Architect: MBT Architecture

Contact: Sharon Lahr AIA

Address: 815 Berry Street, Ste. 5100  
San Francisco, CA 94107

Phone: 415-896-0800

Project Phone 415-896-0802

Construction Manager: Van Pelt Construction Services

Phone: Don Price S.E. Project Manager  
Wayne Gilbert IOR  
707-438-3790

Bid Date: 2-7-06

Contract Calendar Days: 240

Start Date: April 3, 2006

Estimated Completion Date: Nov. 29, 2006

Approved Time Extensions: 156

Revised Completion Date: 5/04/07

Contract Amount \$ 2,017,000

Change Order Amount \$ 80,355

Revised Contract Amount \$ 2,097,355

# Change Orders 10

Percentage Complete: 100

Subcontracts: \$1,669,376

Delivery Method: Lump Sum

(e.g., design/build, GMP, lump sum, cost+fee, etc.)

Project Executive: Craig Ellis

Project Manager: Alex Gourtzelis

Project Superintendent: Don Brier Jake Belmont,

Project Engineer: Ryan Smith

Project Estimators: Jim Benson

Division of State Architect: \_\_\_\_\_

Project Description:  
New chiller and cooling tower at CSU Stanislaus.

**Project Name: Foothill College Central Plant (677)**

Location: Los Altos, CA  
Project Type: Central Plant  
Owner: Foothill-DeAnza Community College  
Contact: Todd Leicht  
Address: 12345 El Monte Road  
Los Altos Hills, CA 940222  
Phone: 650-949-6913  
Fax: 650-917-1649  
Architect: Perkins & Will  
www.perkinswill.com  
Contact: Eric Van Aukee  
Address: 617 W. 7<sup>th</sup> St. ste. 1200  
Los Angeles, CA 90017  
Phone: 213-270-8400  
Fax: 213-270-8410  
Construction Manager: Gilbane Building Co.  
Phone: 650-949-6900

Bid Date: 4/14/05  
Contract Calendar Days: 365  
Start Date: 6/8/05  
Estimated Completion Date: 6/8/06  
Approved Time Extensions:  
Revised Completion Date:  
Contract Amount \$ 4,637,000  
Change Order Amount \$ 34,234  
Revised Contract Amount \$ 4,671,234  
# Change Orders 10  
Percentage Complete: 100%  
Subcontracts: \$2,875,753  
Delivery Method: Lump Sum  
(e.g., design/build, GMP, lump sum, cost+fee, etc.)

Area Manager: Mike Cleveland  
Project Manager: Manny Urteaga  
Project Superintendent: Bob Mason  
Project Engineer: Jeff Long/Norm Hayes  
Project Estimators: Richard Totaro  
Division of State Architect: Brooke Bowman  
(650) 291-3614

**Project Description:**

New 5,600 s.f. central plant building. Construction is CMU with steel joist. The project includes upgrades to the campus' existing hydronics system.



SAN JOSE CONVENTION CENTER  
CENTRAL UTILITY PLANT PROJECT

SECTION 00420

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	BRIEF DESCRIPTION OF PORTION OF WORK	ESTIMATED DOLLAR AMOUNT OF PORTION OF WORK
ALAN BOHM	OAKLAND	DEMOLITION	230,000

SAN JOSE CONVENTION CENTER  
CENTRAL UTILITY PLANT PROJECT

SECTION 00420

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	BRIEF DESCRIPTION OF PORTION OF WORK	ESTIMATED DOLLAR AMOUNT OF PORTION OF WORK
ACCO ENGINEERED SYSTEMS	SAN LEANDRO	MECHANICAL	5,750,000

2

SAN JOSE CONVENTION CENTER  
CENTRAL UTILITY PLANT PROJECT

SECTION 00420

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	BRIEF DESCRIPTION OF PORTION OF WORK	ESTIMATED DOLLAR AMOUNT OF PORTION OF WORK
<del>YETTER STEEL</del> PM		STRUCTURAL STEEL	
YETTER STEEL CORPORATION	WHEATLAND	STRUCTURAL STEEL	127,000

SAN JOSE CONVENTION CENTER  
CENTRAL UTILITY PLANT PROJECT

SECTION 00420

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	BRIEF DESCRIPTION OF PORTION OF WORK	ESTIMATED DOLLAR AMOUNT OF PORTION OF WORK
<del>DYNAELECTRIC</del> <sup>DM</sup>	<del>SAN FRANCISCO</del> <sup>DM</sup>	<del>ELECTRIC</del> <sup>DM</sup>	<del>900,000</del> <sup>DM</sup>
DYNALECTRIC	SAN FRANCISCO	ELECTRICAL	900,000

4

SAN JOSE CONVENTION CENTER  
CENTRAL UTILITY PLANT PROJECT

SECTION 00420

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	BRIEF DESCRIPTION OF PORTION OF WORK	ESTIMATED DOLLAR AMOUNT OF PORTION OF WORK
AIR SYSTEMS INC.	SAN JOSE	SHEETMETAL LOUVERS	250,000

SAN JOSE CONVENTION CENTER  
CENTRAL UTILITY PLANT PROJECT

SECTION 00430

NONCOLLUSION AND FINANCIAL STATEMENT AFFIDAVIT

SAN JOSE CONVENTION CENTER CENTRAL UTILITY PLANT PROJECT

Dana C. McManus, being first duly sworn, deposes and says:  
print name

President/CEO & S.J. Amoroso Construction  
(1) The signatory is the ~~Sec.-Treasurer~~ of Co., Inc., the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and

(2) In accordance with Title 23, United States Code, Section 112, he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding connection with this contract; and

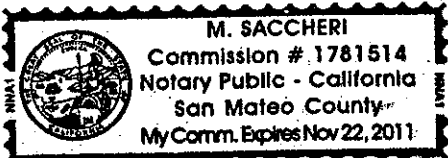
(3) As of the date of the bid submittal, Bidder has not filed for bankruptcy and has no plans to do so, and Bidder has the financial resources, capacity and stability to completely perform the contract.

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//  
//

SAN JOSE CONVENTION CENTER  
CENTRAL UTILITY PLANT PROJECT

State of California  
County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 3<sup>rd</sup> day of JUNE, 2009,  
by Dana C. McManus, proved to me on the basis of  
satisfactory evidence to be the person(s) who appeared before me.

(Seal) 

M. Saccheri  
SIGNATURE OF NOTARY



**AMOROSO**  
construction

S. J. AMOROSO  
Construction Co., Inc.  
390 Bridge Parkway  
Redwood Shores, California  
94065

(650) 654-1900 phone  
(650) 654-9002 fax

**MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF  
S.J. AMOROSO CONSTRUCTION CO., INC.  
HELD AT 11:00 AM, DECEMBER 28, 2006  
AT REDWOOD SHORES, CALIFORNIA**

Present were the following Directors:

Dana C. McManus

The only item of business on the agenda was the designation and authorization of certain Officers of the Corporation to sign bid offers, construction contracts, pre-qualifications, powers of attorney and other legally binding documents which may require execution in the normal course of business.

After some discussion, the following resolution was proposed and adopted by unanimous consent of the Directors present:

RESOLVED THAT THE FOLLOWING OFFICERS OF S.J. AMOROSO CONSTRUCTION CO., INC. BE AND THEY HEREBY ARE DESIGNATED, EMPOWERED AND AUTHORIZED TO SIGN AND EXECUTE CONTRACT BIDS, PRE-QUALIFICATIONS, CONSTRUCTION CONTRACTS, POWERS OF ATTORNEY AND OTHER MISCELLANEOUS LEGAL DOCUMENTS THAT REQUIRE EXECUTION IN THE NORMAL COURSE OF THE CONSTRUCTION BUSINESS:

Dana C. McManus  
George Leonoff  
Brian DerMatoian  
Robert Erskine  
Roger Schotter

C.E.O, President, Secretary-Treasurer  
Vice-President  
Vice-President  
Vice-President  
Chief Estimator

This Resolution is in force and has been unchanged.

Dana C. McManus  
C.E.O., President, Secretary-Treasurer







**AMOROSO**  
construction

S. J. AMOROSO  
Construction Co., Inc.  
390 Bridge Parkway  
Redwood Shores, California  
94065

(650) 654-1900 phone  
(650) 654-9002 fax

State Of California  
CONTRACTORS STATE LICENSE BOARD  
ACTIVE LICENSE

License Number **331024** Entity **CORP**

Business Name **S J AMOROSO CONSTRUCTION CO  
INC**

Classification(s) **A B**

Expiration Date **04/30/2009**

